

1 BILL NO. S-80-03 --//

2 SPECIAL ORDINANCE NO. S-

29-80

3
4 AN ORDINANCE approving a contract for
5 Improvement Resolution No. 5858-79,
6 between the City of Fort Wayne, Indiana,
7 and Martin, Inc., Contractor for the
8 demolition of structures and clearance
9 of the site of the Volunteers of America
10 Building located at 1001 Wells Street.

11 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
12 WAYNE, INDIANA:

13 SECTION 1. That a certain contract, dated February 27,
14 1980, between the City of Fort Wayne, Indiana, by and through
15 its Mayor and the Board of Public Works, and Martin, Inc.,
16 Contractor, for:

17 Demolition of structures and clearance of the
18 site of the Volunteers of America Building
19 located at 1001 Wells Street.

20 under Board of Public Works Improvement Resolution No. 5858-79,
21 at a total cost of \$21,500.00, all as more particularly set
22 forth in said contract which is on file in the office of
23 the Board of Public Works and is by reference incorporated
24 herein and made a part hereof, be and the same is in all
25 things hereby ratified, confirmed and approved.

26 SECTION 2. That this Ordinance shall be in full force
27 and effect from and after its passage and approval by the
28 Mayor.

29
30 Samuel J. Tolano
31 Councilman

32 Approved as to form and
legality March 7, 1980.

33 John E. Hoffman
John E. Hoffman
City Attorney

Read the first time in full and on motion by 2nd Reading,
seconded by Allen, and duly adopted, read the second time
by title and referred to the Committee Public Works (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 3-11-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Therico,
seconded by Eisbart, and duly adopted, placed on its
passage. PASSED (~~Lost~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	_____	_____	_____	<u>✓</u>	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 3-25-80

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. A-29-80
on the 25th day of March, 1980.

ATTEST:

(SEAL)

Charles W. Westerman Virvian J. Schmidt
CHARLES W. WESTERMAN - CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 26th day of March, 1980, at the hour of
11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 26th day of March
1980, at the hour of 4 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-03-11

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Improvement Resolution No. 5858-79,
between the City of Fort Wayne, Indiana, and Martin, Inc., Contractor
for the demolition of structures and clearance of the site of the
Volunteers of America Building located at 1001 Wells Street

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JOHN NUCKOLS

MARK GIAQUINTA

ROY SCHOMBURG

3-25-80
CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

January 14, 1980

The Common Council
Fort Wayne, Indiana

Chairwoman Mrs. Vivian Schmidt and Gentlemen:

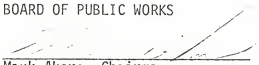
On December 27, 1979, bids were received by the Board Of Works on Street Improvement Resolution No. 5858-79 to demolish the structures and clear the site of the Volunteers Of America building at 1001 Wells Street. Martin, Inc. was the low bidder in the amount of \$21,500 and was awarded this contract on January 14, 1980.

The Board Of Works respectfully requests prior approval, which will allow the contractor to install storm sewer facilities through the original Volunteers Of America property. The contractor, Moellering Construction Company, has progressed at storm sewer work to the Volunteers Of America property and it is now most urgent this building be removed to not cause a delay in the Fairfield - Ewing - Wells Bridge project. In addition to the present Fairfield - Ewing - Wells Bridge sewer work, barricades were constructed along Wells Street commencing at Cass Street north to High Street, and again, it is very urgent to continue to fulfill the work in this area to eliminate the barricades as quickly as possible for the benefit of the Wells Street merchants, who have already voiced an appeal to expedite the work in this area. Martin, Inc. is well aware of the urgency in removing this building and is prepared to start immediately.

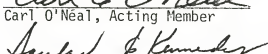
Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

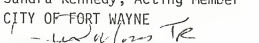
BOARD OF PUBLIC WORKS


Mark Akers, Chairman


Carl O'Neal, Acting Member


Sandra Kennedy, Acting Member

CITY OF FORT WAYNE


Winfield C. Moses, Jr., Mayor

January 14, 1980

APPROVED:

Vivian H. Schmidt *Paul H. Schuman* *James H. H. H.*
John H. H. H. *Ray A. H. H.* *Q. Schmidt*

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN, CLERK

68-217-11
2/27/80

by and between ----- MARTIN, INC.-----

by grading and paving the roadway to a width of XXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXXXX
XX
XXXXX foundation work with curbing as fully set out in the specifications hereinafter referred to, in a
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-
ment Resolution No. 5858-79 attached hereto and by reference made a part hereof.
and at the following price per lineal foot

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5858-79 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before 2-29, 1980 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date , 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this.....

day of , 19

ATTEST:

Sandra E. Kennedy

MARTIN, INC.

BY: Tom Martin

ITS:

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Robert Anderson
Robert Anderson

Its Board of Public Works and Mayor.

ATTEST:

Tim Martin
Secretary

APPROVED AS TO FORM AND LEGALITY

Robert Anderson
CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-73 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 be amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Improvement Resolution

XXXXXXXXXXXXXXXXXXXX

No. 5858-79

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ demolish the structures and clear the site of the
Volunteers of America building at 1001 Wells St.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder
will be to the general public of the City of Fort Wayne and that no special benefits
will accrue to any property owner adjoining said improvement or otherwise assessable
under said improvement. The cost of said improvement shall be paid by the City of Fort
Wayne.

*Bids adj. 12/14 & 12/21/79 &
bids rec'd 12/27/79 Martin
low bidder*

Adopted, this _____ day of _____

ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we MARTIN, INC.
as Principal, and the The Continental Insurance Company
, a corporation organized under the laws of the
State of New York, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of TWENTY-ONE THOUSAND,
FIVE HUNDRED DOLLARS AND NO CENTS-----
(\$ 21,500.00-----), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the 23 day of January, 1980,
enter into a contract with the City of Fort Wayne to construct

Resolution No. 5858-79

To demolish the structures and clear the site of the Volunteers Of America
building at 1001 Wells Street.

at a cost of \$ 21,500.00-----, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and
specifications, and contractor shall warrant and guarantee all work, mater-
ial, and conditions of the improvement for a period of three (3) years from
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-
tions, and repairs as required by the City within thirty (30) days after
notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

MARTIN, INC.
(Contractor)

BY: Tom Martin

ITS: Pres

ATTEST:

Jim Martin
Secy.
(Title)

THE CONTINENTAL INSURANCE COMPANY
Surety

*BY: Vicki L. Anderson

Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

The Continental Insurance Company
80 Maiden Lane, New York, New York 10038
GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint
Arthur C. Frericks or Donald T. Belbutowski or Gerald A. Dahle or Leonard Shirley or
Lane Ross or Harold Everett or Vicki L. Anderson all of Fort Wayne, Indiana, EACH

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of Five Million (\$5,000,000.) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

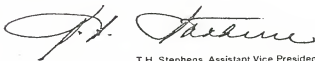
FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 3rd day of January, 1979.

Attest:

THE CONTINENTAL INSURANCE COMPANY

By


T.H. Stephens, Assistant Vice President




M.L. Ford, Vice-President

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 3rd day of January, 1979, before me personally came M. L. Ford, to me known, who being by me duly sworn, did depose and say that he resides in Summit, in the county of Essex, State of New Jersey, at 768 Springfield Avenue; that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name there-to by like order.



CERTIFICATE


ETHEL TARANTO
NOTARY PUBLIC, State of New York
No 24-4553117-Dual in Kings County
Commission Expires March 30, 1980

I, the undersigned, an Assistant Secretary of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York. Dated the 23 day of January, 1980.




James M. Keane, Assistant Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

-----MARTIN, INC.-----
(Name of Contractor)

-----4315 Meyer Road, Fort Wayne, Ind.-----
(Address)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and The Continental Insurance Company
(Name of Surety).

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of TWENTY-ONE THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS-----
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 23rd day of January, 19 80, for the construction of:

Resolution No. 5858-79

To demolish the structures and clear the site of the Volunteers Of America building at 1001 Wells Street.

at a cost of TWENTY-ONE THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS-----
(\$ 21,500.00-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-
parts, each one of which shall be deemed an original, this 23rd day of
January _____, ~~1979~~ 1980.

(SEAL)

ATTEST:

Tim Martin
(Principal) Secretary

MARTIN, INC.
Principal
BY *Tom Martin*
(Title)
(Address)

Witness as to Principal
(Address)

Arthur C. Zent
Witness as to Surety
Fort Wayne, Indiana
(Address)

THE CONTINENTAL INSURANCE COMPANY
Surety
BY *Robert L. Anderson*
Attorney-in-Fact
(Authorized Agent)
Yaste, Zent & Rye, Inc.
201 W. Wayne Street
(Address)
Fort Wayne, IN

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

The Continental Insurance Company
80 Maiden Lane, New York, New York 10038
GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint
Arthur C. Frericks or Donald T. Belbutowski or Gerald A. Dahle or Leonard Shirley or
Lane Ross or Harold Everett or Vicki L. Anderson all of Fort Wayne, Indiana, EACH

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of Five Million (\$5,000,000.) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 3rd day of January, 1979.

Attest: THE CONTINENTAL INSURANCE COMPANY
By


T.H. Stephens, Assistant Vice President




M.L. Ford, Vice-President

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss:

On this 3rd day of January, 1979, before me personally came M. L. Ford, to me known, who being by me duly sworn, did depose and say that he resides in Summit, in the county of Essex, State of New Jersey, at 768 Springfield Avenue; that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal: that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE


ETHEL TARANTO
NOTARY PUBLIC, State of New York
No. 24 - 853117 Ouel in Kings County
Commission Expires March 30, 1980

I, the undersigned, an Assistant Secretary of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York. Dated the 23 day of January, 19 80




James M. Keane, Assistant Secretary

CERTIFICATE OF INSURANCE

This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise alter the terms, conditions or exclusions of such policies.

Issued To (Name and Address)

City of Fort Wayne
Board of Public Works & Safety
One Main Street
City County Building
Ft. Wayne, Indiana

Named Insured and Address: **Martin, Inc. & Martin Enterprises**
4315 Meyer Road, P.O. Box 522, Fort Wayne, Indiana 46801

Policy Number	Policy Term	Type of Insurance	Limits of Liability		
			Bodily Injury	Statutory	Property Damage
1-31-3909-00-7558	10/1/79-80	Workmen's Compensation			
"	"	Employers' Liability	\$,000	Each Person	
			\$ 100 ,000	Each Accident	
			\$,000	%-tical - Each Person	
BAP 147238	10/1/79-80	Comprehensive Automobile Liability	\$,000	Each Person	
			\$ 1,000 ,000	Each Occurrence	\$ 1,000,000
R ICC C 33278	10/1/79-80	Comprehensive General Liability	\$,000	Each Person	
			\$ 1,000 ,000	Each Occurrence	\$ 200,000
				Aggregate Operations	\$ 500,000
				Aggregate Protective	\$ 500,000
				Aggregate Completed	
		<input checked="" type="checkbox"/> Including Blanket Contractual Liability	\$ 1,000 ,000	Operations and Products	\$ 500,000
		<input type="checkbox"/> Manufacturers' and Contractors' Liability	\$,000	Each Person	
		<input type="checkbox"/> Owners', Landlords' and Tenants' Liability	\$,000	Each Occurrence	\$,000
				Aggregate	\$,000
		Completed Operations and Products Liability	\$,000	Each Person	
			\$,000	Each Occurrence	\$,000
			\$,000	Aggregate	\$,000
		Contractual Liability	\$,000	Each Person	
			\$,000	Each Occurrence	\$,000
				Aggregate	\$,000
		Comprehensive Excess Indemnity	\$,000	Each Occurrence	Combined Personal Injury and Property Damage
			\$,000	Aggregate	

Description and location of operations and automobiles covered:

ANY AND ALL OPERATIONS OF THE NAMED INSURED

Demolition at 1011 Wells Street, Ft. Wayne, Indiana

give 60 days notice to

The Company designated below will ~~be responsible for~~ the holder of this Certificate of any material change in or cancellation of these policies.

☒ UNITED STATES FIDELITY AND GUARANTY COMPANY

☐ FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Date 1/21/80

Arthur C. Zent
By _____

YASTE, ZENT & RYE, INC.

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED, BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER, 1979.
in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	13.80	55¢	1.25			31f
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
ERICKLAYER	S	12.21	57¢	.50		1¢	61f
CARPENTER (BUILDING) (HIGHWAY)	S	10.89	70¢	6%		2¢	41f
	S	11.18	60¢	.60		5¢	21f
CEMENT MASON	S	10.85	75¢	.80		2¢	
ELECTRICIAN	S	12.65	55¢	8%+50¢		6¢	121f
ELEVATOR CONSTRUCTOR	S	12.33	1.04½	.82	8%	3½¢	
GLAZIER	S	11.39		.25	40¢	4¢	25 holiday 25 annuity
IRON WORKER	S	12.35	1.00	1.45		2¢	21f
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	8.55-9.55	.70	.70		9¢	
	S-SS US	8.30-9.15	.70	.70		9¢	
	S-SS US	8.30-9.15	.70	.70		9¢	
LATHER	S	10.94		.50		1¢	21f
MILLWRIGHT & PILEDRIVER	S	11.29	.70	6%		2¢	41f
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	8.35-12.50	.75	.65		10¢	
	S-SS-SS US	8.59-11.57	.75	.65		10¢	
	S-SS-SS US	8.59-11.57	.75	.65		10¢	
PAINTER	S	9.90-10.90	.60	.85		12¢	6 misc.
PLASTERER	S	10.08	.60	.80			
PLUMBER & STEAMFITTER	S	13.20	.55	.90		7¢	71f
MOSAIC & TERRAZZO GRINDER	S	8.75-10.80					
ROOFER	S	11.90		.30			
SHEETMETAL WORKER	S	12.18	.72	.77		10¢	41csoml 141f
	S-SS US	9.60-10.55	29.00pw	37.00pw			
TEAMSTER (BUILDING) (HIGHWAY)	S-SS US	9.20-9.80	31.50pw	37.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 25 DAY OF Sept. 19 79

REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDED AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - IMPROVEMENT RESOLUTION NO. 5858-79 - DEMOLITION
BLDG. - MARTIN, INC., CONTN.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CONTRACT FOR IMPROVEMENT RESOLUTION NO. 5858-79, FOR THE DEMOLITION OF

STRUCTURES AND CLEARANCE OF THE SITE OF THE VOLUNTEERS OF AMERICA BUILDING LOCATED AT

1001 WELLS STREET. MARTIN, INC., CONTRACTOR FOR THE PROJECT IN THE AMOUNT OF \$21,500.00

(CONTRACT ATTACHED)

(PRIOR APPROVAL ACQUIRED JANUARY 14, 1980)

" " ATTACHED HERETO

EFFECT OF PASSAGE DEMOLITION OF BLDG. TO MAKE WAY FOR NEW WELLS STREET BRIDGE

EFFECT OF NON-PASSAGE DELAY IN FAIRFIELD-EWING-WELLS STREET BRIDGE PROJECT

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$21,500.00 FROM FAIRFIELD-EWING-WELLS
STREET BRIDGE ACCOUNT #402-338-338-4307

ASSIGNED TO COMMITTEE Finance Public Works